

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 05/27/15
ITEM FROM FINANCE COMMITTEE MEETING OF 05/18/15**

ISSUE:

39. Request for Approval of Professional Services Agreements – Affordable Housing Services for Fiscal Year 2015/2016. (Kate Noble)
- Homewise (\$190,000)
 - Santa Fe Community Housing Trust (\$110,000)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of professional services agreements for Affordable Housing Services for Fiscal Year 2015/2016 with Homewise in the amount of \$190,000 and Santa Fe Community Housing Trust in the amount of \$110,000.

FUNDING SOURCE: 12106.510400

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

City of Santa Fe, New Mexico

memo

DATE: April 27, 2015

TO: Finance Committee (May 18, 2015)
City Council (May 27, 2015)

FROM: Kate Noble, Interim Director, HCCD Department *KN*
Alexandra Ladd, Special Projects Manager, Office of Affordable Housing *AL*

RE: General Fund Contracts for Affordable Housing Services, FY 2015-16

REQUEST

Approve contracts for Homewise and the Housing Trust. (BU/LI 12106.510400) to provide homebuyer support services, create affordable housing for Santa Feans, and provide support to the City for its affordable housing policies and programs.

1. **Homewise:** \$190,000
2. **The Housing Trust:** \$110,000

The contracts each include a \$15,000/quarter base fee totaling \$60,000 per year. Each contractor will also be paid \$1,000 per unit for each household assisted with the purchase of an affordable home, the closing of a home repair loan or Home Equity Conversion Mortgage (HECM) counseling that results in a reverse mortgage closing.

INFORMATION

Each fiscal year, the Office of Affordable Housing (OAH) oversees contracts with affordable housing agencies and partners who provide services to support affordable housing policies and programs adopted by the Governing Body. The programs focus on creating affordable housing for Santa Feans, as well as providing coordination of local affordable housing efforts. In 2014, Homewise and the Housing Trust received funding through RFP #14/44/P. The RFP funding cycle is four years, with FY 2015-16 the second of four years. The services provided by the two entities are outlined in the following paragraphs.

Provide homebuyer assistance for low to moderate income households. Homebuyer assistance includes: financial and mortgage counseling to prospective loan clients from initial application for assistance through actual loan financing; education workshops and counseling to help families improve financial skills and to help new homeowners protect the equity in their homes. Deliverables include quarterly reports that document: a) the number of income-qualified homebuyers placed in homes, including addresses, income levels served and other

demographic information; and, b) the number of homeownership training classes, financial fitness classes, or other educational activities provided by the agency that assist families and individuals to become buyer ready, including class attendance.

Assist the City with income-verifications and certifications and other activities necessary for carrying out the Santa Fe Homes Program (SFHP) and Housing Opportunity Program (HOP). Activities include: matching prospective SFHP/ HOP home buyers to the sizes and types of available SFHP/HOP homes; completing income verifications for the City's Santa Fe Homes Program pursuant to Section 26-1.20 and 26-1.21 SFCC and for HOP homes from prior written and binding agreements; providing certificates of eligibility for waivers and benefits available for low-priced dwelling units. Deliverables include: income certification forms as needed by the City.

Assist the City with program agreements for the purposes of securing City liens. Activities include: providing counseling to prospective SFHP/HOP buyers about the terms and conditions of the SFHP/HOP deed of trust, and program agreements; provide support and assistance to the City of Santa Fe in educating lenders, title companies and realtors and any other parties about how SFHP/HOP work. Deliverables include: maintaining client files; quarterly reports that document names, addresses, household size, type, location of employment and area median income, sales price, interest rates and value of downpayment assistance or other mortgage or equity assistance provided by the organization.

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Homewise (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Provide homebuyer assistance for low- and moderate-income households. This includes:

- 1) Providing comprehensive counseling services to prospective homebuyers from initial application for assistance through loan financings;
- 2) Offering homebuyer education and training that focuses on assessing financial situations and setting goals; developing workable budgets, understanding credit scoring and ways to repair and/or improve credit; creating a debt-reduction plan; and learning ways to save and evaluate spending in order to meet personal financial goals; obtaining a mortgage, understanding the home purchase transaction and post-purchase insights;
- 3) Assisting clients with developing a financial action plan, improving credit, reducing debt, and understanding strategies for accumulating lifetime wealth through homeownership, including helping homeowners protect the equity in their homes and/or increase the long-term affordability of their housing situations;

4) Marketing these services through all available media outlets.

B. Provide income verification, certification and other marketing services to support the Santa Fe Homes Program (SFHP)/ and Low-Priced Dwelling Units (LPDU), pursuant to Sections 26-1.20, 26-1.21, 26-2.3 SFCC; and for homes governed by the Housing Opportunity Program (HOP) agreements that remain in full force and effect. This includes the following:

1) Certifying incomes for SFHP/HOP/LPDU homes and upon request by City;

2) Producing a "pipeline report" as requested by the City that lists "mortgage ready" homebuyers who are income qualified, sorted by household size and income ranges that match the pricing schedules established for the SFHP/HOP requirements;

3) Providing documentation that states the policies of the SFHP/HOP program with regard to pricing of SFHP/HOP homes and buyer eligibility;

4) Establishing and maintaining a fair and competitive process for allocating rights to purchase homes in SFHP/HOP developments for which the city expects immediate effective demand to outstrip the supply;

5) Distributing marketing materials and/or information to potential buyers about units that are currently available for sale and/or will be available in the future.

C. Provide assistance with liens required under the Santa Fe Homes Program (SFHP)/Low-Priced Dwelling Units (LPDU), pursuant to Sections 26-1.20, 26-

1.21, 26-2.3 SFCC; and for homes governed by the Housing Opportunity Program (HOP) agreements that remain in full force and effect. This includes the following:

1) Completing SFHP/HOP/LPDU income certification form (upon receipt of appraisal) reviewed and approved by the City, which will be attached to the purchase agreement and ultimately to the closing documents (includes specific SFHP/HOP/LPDU price, market value of home, lien amount, percentage of AMI, family size, other sources of financing in addition to lien);

2) Providing one-on-one counseling services to all SFHP/HOP/LPDU buyers with regard to the terms and conditions of the SFHP/HOP/LPDU deed of trust and program agreement;

3) Assisting the City of Santa Fe with provision of information and technical assistance regarding the SFHP/HOP/LPDU deed of trust and program agreement to the SFHP/HOP/LPDU developers, attorneys, title companies, lenders, and realtors that are involved in a SFHP/HOP/LPDU home transaction;

4) Submitting a quarterly report that tracks data for homes built by applicant for which affordability liens are held directly by applicant, including value and terms of liens, income levels of homebuyers, subordination history of liens, and the use of payoffs, including recycling of liens to another qualified homebuyer.

D. Propose additional service opportunities to support the City's efforts to provide affordable housing, including community-wide education and outreach about available affordable housing opportunities.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred ninety thousand dollars (\$190,000), inclusive of applicable gross receipts taxes. Sixty thousand dollars (\$60,000) is the base rate for services and will be paid quarterly in arrears in the amount of fifteen thousand dollars (\$15,000). Up to one hundred thirty thousand dollars (\$130,000) is available on a one thousand dollar (\$1,000) per unit basis for each household placed into an affordable home and/or assisted with home repair that results in a loan closing. The per unit reimbursement applies to households who earn less than 100% AMI and are placed into a SFHP, HOP, LPDU or market rate home, and households who earn 100-120% AMI and are classified as "essential workers" as defined in City code 25.1.21(E), and households who earn 100-120% AMI placed in a LPDU. A maximum of one hundred thirty (130) transactions will be reimbursed.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2016 unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of

services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form

and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the

laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Housing and Community Dev'l Dept
PO Box 909
Santa Fe, NM 87504-0909

Contractor:
Homewise
1301 Siler Road Bldg D
Santa Fe, NM 87505

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: _____

CONTRACTOR:
HOMEWISE

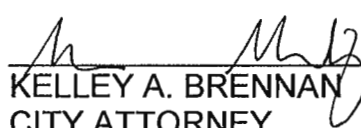
MIKE LOFTIN
EXECUTIVE DIRECTOR

CRS# 02-062377-00-1
City of Santa Fe Business
Registration # 15-63137

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

 *MLB* 4/28/15

KELLEY A. BRENNAN
CITY ATTORNEY

APPROVED:

OSCAR R. RODRIGUEZ
FINANCE DIRECTOR

12106.510400
Business Unit Line Item



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Homewise

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$190,000.00

Termination Date: June 30, 2016

Approved by Council Date: May 27, 2015

or by City Manager Date: _____

Contract is for: Provide homebuyer assistance for low and moderate income households

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: _____

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 190,000.00 of original Contract# _____ Termination Date: 06/30/2016

Reason: Provide homebuyer assistance for low - moderate income households

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 190,000.00



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 **Procurement History:** One year terms
example: (First year of 4 year contract)

7 **Funding Source:** General Fund **BU/Line Item:** 12106.510400

8 **Any out-of-the ordinary or unusual issues or concerns:**

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Roberta Catanach
Phone # _____ -6421

10 **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

Client#: 70543

HOMEWISE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Ins Svcs Inc P.O.Box 5080 Santa Fe, NM 87502 505 982-4296 / CA Lic#0757776	CONTACT NAME: Michelle Lovato PHONE (A/C, No, Ext): 505-992-1873 FAX (A/C, No): 866-621-0427 E-MAIL ADDRESS: michelle.lovato@hubinternational.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Central Mutual Insurance Compan</td> <td>20230</td> </tr> <tr> <td>INSURER B:</td> <td>New Mexico Mutual Casualty Comp</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Central Mutual Insurance Compan	20230	INSURER B:	New Mexico Mutual Casualty Comp		INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	X	CLP8361218	05/23/2014	05/23/2015	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$5,000	
						PERSONAL & ADV INJURY	\$1,000,000	
						GENERAL AGGREGATE	\$2,000,000	
						PRODUCTS - COM/OP AGG	\$2,000,000	
							\$	
							\$	
							\$	
							\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
							\$	
							\$	
							\$	
							\$	
							\$	
							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		5950122	12/03/2014	12/03/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS		
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N					E.L. EACH ACCIDENT	\$1,000,000
		N/A					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability per attached form 82135 0913. Workers Compensation coverage is evidence only.

CERTIFICATE HOLDER City of Santa Fe PO Box 909 Santa Fe, NM 87504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Robert J. Mackrock</i>
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CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

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1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Provide homebuyer assistance for low- and moderate-income households. This includes:

1) Providing comprehensive counseling services to prospective homebuyers from initial application for assistance through loan financings;

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B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred ten thousand dollars (\$110,000), inclusive of applicable gross receipts taxes. Sixty thousand dollars (\$60,000) is the base rate for services and will be paid quarterly in arrears in the amount of fifteen thousand dollars (\$15,000). Up to fifty thousand dollars (\$50,000) is available on a one thousand dollar (\$1,000) per unit basis for each household placed into an affordable home and/or assisted with HECM (Home Equity Conversion Mortgage) counseling that results in a loan closing. The per unit reimbursement applies to households who earn less than one hundred percent (100%) AMI and are placed into a SFHP, HOP, LPDU or market rate home and households who earn 100-120% AMI and are classified as "essential workers" as defined in City code 25.1.21(E), and households who earn 100-120% AMI placed in a LPDU. A maximum of fifty (50) transactions will be reimbursed.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2016 unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of

services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form

and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the

laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Housing and Community Dev'l Dept
PO Box 909
Santa Fe, NM 87504-0909

Contractor:
Santa Fe Community Housing Trust
PO Box 713
Santa Fe, NM 87504

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: _____

CONTRACTOR:
Santa Fe Community Housing Trust


SHARRON WELSH
EXECUTIVE DIRECTOR

CRS# 02-171649-008
City of Santa Fe Business
Registration # 15-00064129

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

 4/28/15

KELLEY A. BRENNAN
CITY ATTORNEY

APPROVED:

OSCAR R. RODRIGUEZ
FINANCE DIRECTOR

12106.510400
Business Unit Line Item



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor The Housing Trust

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$110,000.00

Termination Date: June 30, 2016

Approved by Council Date: May 27, 2015

or by City Manager Date: _____

Contract is for: Provide homebuyers assistance for low and moderate income households

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT

Inclusive of GRT

Amount \$ 110,000.00 of original Contract# _____ Termination Date: 06/30/2016

Reason: Provide homebuyers assistance for low and moderate income households

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 110,000.00



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 **Procurement History:** One year terms
example: (First year of 4 year contract)

7 **Funding Source:** General Fund **BU/Line Item:** 12106.510400

8 **Any out-of-the ordinary or unusual issues or concerns:**

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Roberta Catanach
Phone # _____ -6421

10 **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

Client#: 37574

SFCOMMHO

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/02/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: HUB International Ins Svcs Inc, Santa Fe, NM 87502. CONTACT NAME: Michelle Lovat, PHONE: 505-992-1873, FAX: 866-621-0427, E-MAIL ADDRESS: michelle.lovato@hubinternational.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Central Mutual Insurance Compan, INSURER B: New Mexico Mutual Casualty Comp.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability per attached form 81889 0913. Workers Compensation coverage is evidence only.

CERTIFICATE HOLDER: City of Santa Fe, PO Box 909, Santa Fe, NM 87504-0909. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Robert D. Macbeath